

Jobs Bill

12/83

CITY OF ATHENS

STATE OF GEORGIA

AGREEMENT BETWEEN THE MAYOR AND COUNCIL
OF THE CITY OF ATHENS, GEORGIA AND

Action, Incorporated

December

19 83

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Exhibits

1. Budget
2. Operating Schedule
3. Fidelity Bond
4. Quarterly Report Schedule
5. Section 3 Plan



10-10-10

G E O R G I A

CITY OF ATHENS

THIS AGREEMENT, entered into this the 1st day of December, 1983, by and between the CITY OF ATHENS, A MUNICIPAL CORPORATION, hereinafter referred to as the City, and Action, Incorporated hereinafter referred to as the "Agency".

W I T N E S S E T H:

WHEREAS, the City in September, 1983 received a Grant under the Community Development Block Grant Jobs Bill Program from the United States Department of Housing and Urban Development, hereinafter referred to as HUD, said Grant designated as Community Development Block Grant No. B-83-MJ-13-0007; and

WHEREAS, pursuant to said Grant the City is undertaking certain activities; and

WHEREAS, pursuant to said Grant the City agrees to engage the Agency to render certain assistance in such undertakings.

NOW THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto it is agreed as follows:

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10/10/10

The first part of the report is a general description of the project. It includes the objectives, the scope, and the methodology. The second part is a detailed description of the results. It includes the data, the analysis, and the conclusions. The third part is a discussion of the results. It includes the strengths and weaknesses of the study, and the implications for future research. The fourth part is a conclusion. It summarizes the main findings of the study and provides recommendations for future research.

SCOPE
OF SERVICES

The scope of the services to be provided by the Contractor shall be as set forth in the following paragraphs of the contract.

The Contractor shall provide the following services to the Client:

1. The Contractor shall provide the following services to the Client:

2. The Contractor shall provide the following services to the Client:

3. The Contractor shall provide the following services to the Client:

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3. The Contractor shall provide the following services to the Client:

SCOPE OF SERVICES

ACTION, INC.

YOUTH TRAINING PROGRAM

- I. Program Description: The Youth Training Program is designed to provide Job Training and Placement with stipends to 15 low and other lower income residents of the City of Athens 16 to 21 years of age.
- II. Program Service Objective: Action, Inc. will provide the following Services in these areas:
 - A. Job Readiness (See attachment, Curriculum and Schedule), for Career, Occupational and Motivational Counseling.
 - B. Vocational Exploration (See attachment, On The Job Training).
 - C. Job Placement It is anticipated that 54% of the clients enrolled in the Action, Inc. Youth Training Program will be placed in unsubsidized employment during the last four weeks of the program.
 - D. Stipends (See attachment, Policy Statement).
- III. Program Beneficiaries: Action, Inc. shall adhere to and abide by page 5. "Beneficiaries", of the City of Athens Contract.
- IV. Determination of Eligibility: Action, Inc. shall prepare an income verification form, requesting all required data pertaining to the family's income status, employment record, etc. and shall require a completed verification of such prior to completing the Youth Training application. Only those families meeting the criteria set by the City of Athens standards shall be served from these monies.
- V. Organization and Administration: Action, Inc. will provide a staff coordinator to plan, implement, and coordinate each program component.
 - A. Personnel Structure.
 1. The Project Director, Frank Griffith, is a full-time twelve month employee who will supervise the Youth Training Coordinator for the City of Athens Youth Training Program.
 2. Job Training Coordinator, will be a full-time, seven month employee by the City of Athens Youth Training Program. He/she will coordinate activities with other Action, Inc. Job Training Counselors, community resource people, recruit clients, etc.
 3. Fiscal/Financial System: The Project Director will assure sound fiscal control, utilizing a cash accounting system employing basic accounting principles for non-profit organizations. Monthly financial reports will be generated. All

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fiscal systems, procurement methods, and property management will be handled in accordance with the agency fiscal management manual.

- VI. Reimbursements: Action, Inc. employs a complete fiscal/financial staff who will maintain CDBG Jobs Bills and their disbursement. It is understood and agreed that Action, Inc. shall submit all appropriate financial reports to the City of Athens for reimbursement, as described on Page 3, "Reimbursement", of the City of Athens Contract.
- A. Deposits will be made directly to the First National Bank of Athens.
 - B. Travel expenses shall coincide with the City of Athens policies and copies of mileage reports shall be attached to all reimbursement.
 - C. Fidelity Bonding, Action, Inc. employees are duly bonded, assuring all persons handling and disbursing funds the right and protection to do so. The insurance is with Burns Insurance Agency. (See attached Policy).

CURRICULUM AND SCHEDULE

Motivational Counseling

The Coordinator will conduct individual and group counseling sessions to assist in overcoming artificial barriers to employment. In addition to these counseling sessions, motivational adjustment will be provided.

Academic

The Coordinator will upgrade clients' basic achievement levels to ensure that they can adequately compete in the world of work. The coordinator will plan daily activities based upon clients' needs to assure that they will meet assigned objectives.

Vocational

The Coordinator will train these clients in areas of Clerical, Maintenance, and Cashier work.

Schedule and Topics to be Discussed

Weeks 1-2

Recruitment and Selection

Publicize announcements and take applications on potential clients.

Weeks 3-6

Job Readiness Training

1. Completing Job Applications
2. Resume Writing
3. Personal Appearance
4. Work Attitudes
5. Work Ethics

Weeks 7-26

Vocational Exploration

During this time, the clients will be placed on worksites/work locations for hands-on training/On-The-Job Training and to implement much of what they learned in Job Readiness Training.

Weeks 27-30

Transitional Services/Job Placement

During this time the Job Training Coordinator will set up interviews for the clients and assist them in locating jobs.

After the clients have gained employment, the Job Training Coordinator will do a follow-up a week later to check on the clients' progress.

Class Schedule

Each client will participate in all three areas of the Youth Training Program from 10:00am until 2:30pm Monday through Thursday. There will be forty-five (45) minutes for lunch each day.

The Class schedule is as follows:

Clerical- Monday and Tuesday

Maintenance- Wednesday

Cashier- Thursday

JOB DESCRIPTION

TITLE: Youth Training Coordinator

Definition

This is a job training program imparting knowledge in Clerical, Maintenance, and Cashier Areas of training, providing job training to clients enrolled in Action's Youth Training Program in such areas as completing job applications, resume writing, personal appearance, work attitudes, and work ethics.

Duties

1. Provide overall management and administration of the program.
2. Recruitment and selection of clients.
3. Plan and supervise the work of students.
4. Tests and evaluates students' knowledge and progress.
5. Maintains necessary client records, especially eligibility, under the direction of the immediate supervisor.
6. Provides individual and group counseling to identify job interest and job readiness.
7. Recruit Private Businesses to participate in the Job Training Program.
8. Performs such other relevant duties to this program as assigned by the immediate supervisor.

Qualifications

Bachelor's degree and one year's experience working in community based social programs or a minimum of three years experience. Ability to work with and understand persons of all ethnic family background and problems.

STIPENDS POLICY STATEMENT

Action Inc., will provide stipends to clients which would not otherwise be financially able to participate in the Youth Training Program. Stipends for meals and transportation will be granted to each client in the amount of \$20.00 each week of participation in the Youth Training Program. In addition, if any individual client has a need for child care, Action will provide up to \$16.00 in stipends each week for each child in need of this service.

Meals - \$3.00 a day X 4 days = \$12.00

Transportation - \$2.00 day X 4 days = \$8.00

Total: Meals and Transportation = \$20.00

\$20.00 weekly X 15 clients = \$300.00

\$300.00 weekly for 15 clients X 28 weeks = \$8,400

Action Inc., shall provide an additional stipend amount for child care to participants enrolled in the training and job placement programs that have a need which can be documented and verified for child care. The amount provided for each day of service will be as follows:

\$4.00 daily X 4 days = \$16.00 weekly

\$16.00 weekly X 3 individuals = \$48.00 weekly

\$48.00 weekly X 28 weeks = \$1344

Meals and Transportation Stipends =	\$8,400.00
Child Care Stipends =	<u>1,344.00</u>
Total amount of Stipends =	\$9,744.00

BUDGET ATTACHMENT

ITEMS

1. Personnel: The \$9,656.00 will include \$1,351.50 in fringe benefits. The actual salary will be approximately \$8,304.50 for a period of seven (7) months.
3. Materials and supplies: The \$200.00 will be used for materials and supplies for the Youth Training Coordinator and the 15 clients.
4. Travel: The \$400.00 will be used to compensate the Coordinator for traveling in Clarke County for the Youth Training Program. Mileage will be granted consistent with the City of Athens of 20¢ per mile.
8. Other Specify (Stipends): The \$9,744.00 granted for stipends will be utilized as stated in the Stipends Policy Statement.

BUDGET

Payment: Payment under this Contract is limited to the below designated project, and total cost, and accordance with the Budget attached hereto and by reference made a part hereof and designated as Exhibit 1.

BUDGET

<u>PROJECT</u>	<u>COMMUNITY DEVELOPMENT</u>	<u>NON-COMMUNITY DEVELOPMENT</u>
<u>002-724</u>	<u>\$20,000.00</u>	<u>- 0 -</u>

It is expressly understood and agreed that in no event shall the total compensation by the City for a specific project exceed the maximum sum allocated.

Payment shall be on a reimbursable basis upon the City's receipt of a report of Combined Cost Control and Statement of Accountability from the Agency. (Forms to be provided).

Budget Revisions: Funds may be shifted between line items of a single project without prior approval as it (the line item or the total) does not exceed ten (10%) per cent of the individual line item or total. However, a Budget Revision Form must still be submitted to the H&CD Department within five (5) working days of such shift. If and when a budget is revised more than once and the cumulative total exceeds 10%, then prior approval is required. Any shifting of funds that exceeds 10% of any line item or total at any time must be approved in advance of obligations utilizing the appropriate Budget Revision Form.

A statement of the justification of budget revisions exceeding 10% must be attached to the Budget Revision Form. The 10% rule applies whether funds are being removed or added to another line item.

Accounting Procedures

Deposits: The Agency shall designate a commercial bank as the depository for the receipt of funds. The City shall, after assuring itself of the propriety and accuracy of the account, deposit all funds which are made available to the Agency directly into the designated bank account. No advance of funds shall be available to the Agency. The Agency will furnish the City with a statement submitted by the appropriate financial officer stating that he accepts the responsibility for providing financial services adequate to insure the establishment and maintenance of an accounting system with adequate internal control. Advice in setting up adequate records of accounts will be provided by the City.

Allowable Travel: The Agency's expenses charged for travel shall not exceed those allowable under the policies of the City of Athens. Copies of travel policies are available from the City Accounting Department.

Operating Hours and Holidays

Unless otherwise specified and approved in advance by the City, the Agency agrees to maintain regular operating hours in accordance with those of the City's; and to observe only those holidays observed by the City. The City reserves the right to deduct any expenses submitted for reimbursement pertaining to operational cost which are requested for holidays not approved by the City.

The Agency's operating hours and observance of holidays shall be in accordance with the operations schedule attached hereto and by reference made a part hereof and designated as "Exhibit" 2.

Records

The Agency shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the City and will be retained for three (3) years after the expiration of this Contract. All such records and accounts will be made available for examination by any official representative of the City, HUD or the General Accounting Office.

Fidelity Bonding

Prior to the disbursement of funds to the Agency, the City shall receive a statement from the Agency's Chief Fiscal Officer or Insurer assuring that all persons handling funds received or disbursed under this Contract are covered by Fidelity Insurance in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the City for its own employees. However, in no event shall the amount be less than the Grant supplied by the City. The Fidelity Bond shall be attached hereto and by reference made a part hereof and designated as "Exhibit" 3.

Reimbursement Procedure

Subject to availability of funds from HUD, the City shall make payment under this Contract in accordance with the following method, such payment to be made upon presentation of a requisition for payment and shall indicate the disposition of the amount requested by reference to the categories of expenses as detailed in the respective budget.

The Agency will furnish the City a request for reimbursement indicating the expenditure of City funds for each request period. Reimbursement checks shall be issued on Friday only. In order to receive a check on any Friday, reimbursement forms must be submitted to the Housing and Community Development Department in Triplicate not later than 12:00 noon on the preceding Friday. Forms and instructions will be provided. If the City withholds payment, it shall advise the Agency in writing and specify the actions that must be taken, in case of suspension, as a condition precedent to the re-assumption of payments. The Agency will remit any unexpended balance of payments on the account of the Grant as well as such other portions of such payments previously received as determined by the City to be due the City. The action of the City in accepting any such amount shall not constitute a Waiver of any claim which the City may otherwise have arising out of this Agreement.

Non-Expendable Property

All non-expendable property acquired for the program will revert to the City upon the expiration of this contract unless otherwise provided for, and an up-dated signed copy of this inventory will be provided the H&CD Department as non-expendable property is acquired. No disposition of non-expendable property is permitted without the express written consent of the City of Athens. The Agency shall abide by the policies of the City of Athens in the sale of any non-expendable property which the City approves of selling.

Beneficiaries

The Agency agrees that a minimum of ninety percent (90%) of the citizens served as a result of this contract are City of Athens residents and that at least 75% of all persons served are low and other lower income citizens. The City shall provide the Agency with the appropriate income scale to assist in determining the income status of an individual. The Agency agrees to maintain supporting income documentation on file on each person served and shall make such information available to H&CD officials, HUD, and the General Accounting office upon request.

Public Notices

The Agency shall make available to the public appropriate notices informing the public that the services provided for under this contract are available to the public for the primary purposes of serving very low and other lower income citizens of Athens. The Agency shall also disseminate public notices for any employment opportunities which arise as a result of this agreement. Any literature published or public announcements made as relates to the activities funded by this contract shall have the following clause inserted, "Funding made available for this project by the Community Development Block Grant Program of the City of Athens, an Equal Opportunity Employer". The Agency shall maintain records of such notices and notify the Department of Housing and Community Development of any notices prior to the publication of such notices for review.

Reporting Procedures

The Agency shall be responsible for submitting monthly and quarterly programmatic reports as described below. Failure to submit said reports may delay any reimbursement requests submitted by the Agency.

A. Monthly Reports: The Agency shall submit a monthly report not later than the close of business the last Monday of each month. Information relative to the form and content of the report shall be provided by the City.

B. Quarterly Reports: The Agency shall submit quarterly reports according to the schedule attached hereto and designated as "Exhibit 4". The form and content of the quarterly reports shall be in the format of HUD's Annual Grantee Performance Report (GPR) which will be supplied by the City.

Monitoring

The City shall monitor the Agency regularly on a quarterly basis to verify eligible beneficiaries, income requirements, employment practices, and other related aspects of the contract. The Agency shall be notified at least seven (7) working days prior to a monitoring visit. The City may from time to time schedule monitoring visits to provide technical assistance and discuss other problems and needs. All program records must be maintained at a location as identified by the Agency and made known to the City prior to entering into contract. All records must be made available to the City and HUD for review.

Assignment of Contract

None of the work or services covered by this Contract shall be sub-contracted without the prior written approval of the City. Any work or services sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

Commencement of Services

The services of the Agency are to commence as soon as practicable after the execution of this Contract and shall be undertaken and completed in such sequence as to assure the expeditious completion in light of the purposes of this Contract, but in any event all of the services hereunder shall be completed on or before June 30, 19 84.

Contract Amendments

The City may, from time to time, request changes in the Scope of Services of the Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Agency's compensation, which are mutually agreed upon by and between the City and the Agency, shall be incorporated in written amendments to this Contract.

Indemnification

The Agency shall indemnify and hold harmless the City of Athens for any claims whatsoever arising out of any accidents, personal injury, or damage to property received as a result of the agency's implementation of any of the programs or activities of this contract.

Termination of Contract

If through any cause, the Agency shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Agency shall violate any of the covenants, agreements, or stipulations of this Contract, or if the Grant from HUD under which this Contract is made is terminated by HUD, the City shall thereupon have the right to terminate this contract by giving notice to the agency of such termination and specifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Agency under this Contract shall, at the option of the City, become its property and the Agency shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of this Contract.

Certifications

The Agency hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also the Agency gives assurances and certifies with respect to the grant that:

A. It has assigned and designated an official representative of the Agency to execute the Contract, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Agency to act in connection with the Contract and to provide such additional information as may be required.

B. It has developed its Scope of Services so as to give maximum feasible priority to activities which benefit low-and moderate-income families or aid in the prevention or elimination of slums or blight;

C. It has authorized and consents on behalf of the Agency and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official;

D. The contract will be conducted and administered in compliance with:

1. Title VI of the Civil Rights Act of 1964 (Pub.L. 880352) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub.L. 90-284), as amended; and that the Agency will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended; and further described in the Section 3 Affirmative Action Plan attached hereto and designated as "Exhibit 5";
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issues at 41 CFR Chapter 60;
6. The Age Discrimination Act of 1975 (Pub.L. 94-135), as amended; and implementing regulations when published for effect;
7. The regulations, policies, guidelines, and requirements of OMB Circular Nos. A-102, Revised, A-87, A-110 and A-122 as they relate to the acceptance and use of Federal funds under this federally-assisted program;

E. It will give the City of Athens, HUD and the Comptroller General or any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant;

F. It will comply with the Section 3 clause of the Housing and Urban Development Act of 1978, more specifically identified as follows:

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The Agency will send to each labor organization or representative of workers with which he has a collective bargain-agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Agency will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Agency will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure

to fulfill these requirements shall subject the applicant or recipient, its contractors and sub-contractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

F. The Agency warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon an Agreement of Understanding for a commission, percentage, brokerage or contingent fee. For breach of violation of this warranty, the City shall have the right to annul this contract without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of commission, percentage, brokerage or contingent fee.

H. That no member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the Grant.

Supplemental Certification and Agreement

The Agency agrees to give priority consideration, in cases of employment and/or training opportunities, to lower and other lower income residents of the City of Athens referred by the Georgia State Department of Labor. The Agency further agrees as follows:

1. That the funds provided for under this contract will be obligated and disbursed as rapidly as possible so as to quickly assist the unemployed and the needy;
2. That the funds will be utilized in areas where unemployment is highest and has been high for the longest period of time and for authorized purposes which have the greatest immediate employment impact;
3. That the funds will be utilized to maximize immediate creation of new employment opportunities to individuals who were unemployed at least 15 of the 26 weeks prior to March 24, 1983; and
4. That special consideration will be given to the employment of minorities and women in an effort to provide jobs in proportion to their presence among the total group of unemployed persons in Athens.
5. The Agency shall be responsible for documentation and verification of the above.

BY:

Action Inc /Action, Inc.
Name of Agency

William F. Jones
Signature of Authorized Agent

12-1-83
Date

The Agency shall comply with all applicable laws, ordinances and codes of the State and local governments.

IN WITNESS WHEREOF, the City and Agency have executed this Agreement as of the date first above written.

AGENCY: Action, Incorporated

Nath P. Jones
Name of Agency

BY: Nath P. Jones
Authorized Agent

CITY OF ATHENS:

BY: Lauren M. Coit (SEAL)
Mayor

BY: A C Fowler
Johnny Fowler (ATTEST)

BY: [Signature]
City Attorney (AS TO FORM)

BY: [Signature]
Community Development Department

B U D G E T F O R M

FISCAL YEAR _____ PROGRAM FUNDS _____

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CITY OF ATHENS

SUBMIT IN TRIPLICATE!

Operating Period: (From) December 1, 1983 (To) June 30, 1984

Title of Activity: Youth Training Program

Operating Agency: ACTION, INC.

Address: 594 Oconee Street Athens, Georgia 30605

Contact Person: Frank Griffith

Cost Category	Total Budget	CD Share	Non-CD Share	Source of Non-CD Share
1) Personnel	\$9,656.00	\$9,656.00	-0-	
2) Consultants and Contract Services				
3) Materials/Supplies	200.00	200.00	-0-	
4) Travel	400.00	400.00	-0-	
5) Rental, Lease or Purchase Equipment				
6) Rent				
7) Utilities				
8) Other (Stipends) (Specify)	9,744.00	9,744.00	-0-	
9) Total	\$20,000.00	\$20,000.00	-0-	

Submitted By: Malcolm P. Jones
Signature of Agency Official

Date: 12-1-83

Approved By: Steven M. Martin
Signature of Community Development Official

Date: 12-6-83

Operating Hours and Holidays

Action Inc.'s, operating hours are from 8:00am to 4:30pm, Monday through Friday. Action Inc., shall observe holidays consistent with the City of Athens. The holidays observed during this contract are as follows:

1. Christmas Day- December 24 & 25
2. New Year's Day- January 1st.
3. Washington's Birthday- Third Monday in February
4. Memorial Day- Last Monday in May

Public Employees Blanket Bond

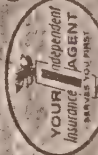
State
Automobile Mutual Insurance
Company
of Columbus, Ohio

NON-ASSESSABLE
BOND

ISSUED TO

Action, Inc.

THE BURNS AGENCY, INC.
Insurance



SOUTHERN MUTUAL BUILDING
POST OFFICE BOX 83
ATHENS, GEORGIA 30601

PUBLIC EMPLOYEES BLANKET BOND

NON-ASSESSABLE BOND

State
Automobile Mutual Insurance
Company
of Columbus, Ohio

Bond No. **7591**

(Herein called Surety)

DECLARATIONS

Item 1. Name of Obligee: Action, Inc. and those listed on attached SR-1 Rider as their interests may appear.

Item 2. Name of Insured: Action, Inc.
760 North Chase Street
Athens, Georgia

Item 3. Bond Period: from the beginning of June 1, 1974
(MONTH, DAY, YEAR)
to 12 o'clock night on the effective date of the cancelation or termination of this Bond as an entirety.

Item 4. **Table of Limits of Liability:**

Insuring Agreement 1	Honesty Blanket Bond Coverage	\$ --
Insuring Agreement 2	Honesty Blanket Position Bond Coverage	\$ --
Insuring Agreement 3	Faithful Performance Blanket Bond Coverage	\$ --
Insuring Agreement 4	Faithful Performance Blanket Position Bond Coverage	\$ 50,000.00

Item 5. The liability of the Surety is subject to the terms of the following riders attached hereto:

SR-1

Item 6. The Obligee and the Insured by the acceptance of this Bond give notice to Surety terminating or canceling prior bond(s) No.(s) 34780 and 37566 - State Automobile Mutual Insurance Co.
such termination or cancelation to be effective as of the time this Bond becomes effective.

Date of Issue 7/1/74Agent's Number 7471

Form SB 5655

Countersigned By

THE BURNS AGENCY

Southern Mutual Building

Phone 848-2202

Athens, Georgia 30601
Duly Authorized Representative

RIDER

The name of Obligee is as follows:

Action, Inc.

State of Georgia, Department of Labor Employment Security Agency
501 Pulliam Street, S. W.
Atlanta, Georgia 30312

U. S. Department of Health, Education & Welfare
Office of Child Development
50 Seventh Street
Atlanta, Georgia

Office of Economic Opportunity
730 Peachtree Street
Atlanta, Georgia

Northeast Georgia Area Planning & Development Commission
Research Road
Athens, Georgia 30601

1130A

State of GA. Human Resources
618 Peter DeLeon
Atlanta, GA.

The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

This rider shall become effective as of the beginning of the 1st day of June, 1974
standard time as specified in the attached bond.

IN WITNESS WHEREOF, STATE AUTOMOBILE MUTUAL INSURANCE COMPANY has caused this rider to be signed by its duly
authorized Officers, and has attached the same to Bond Number 7591 in favor of,

Action, Inc., but the same shall not be binding
upon the Underwriter until countersigned by a person duly authorized by its Board of Directors so to do.

Herbert F. Holscher Secretary

Paul R. Hingham President

Countersigned at Athens, Ga this 1st day of June, 1974
Accepted: _____
DULY AUTHORIZED

The Surety, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreement, Conditions and Limitations and other terms of this Bond, agrees, in accordance with such of the Insuring Agreements hereof as are specifically designated by the insertion of an amount of indemnity in the Table of Limits of Liability, to indemnify the Oblige for the use and benefit of the Insured for:

INSURING AGREEMENTS

Honesty Blanket Bond Coverage

1. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 1.

Honesty Blanket Position Bond Coverage

2. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 2.

Faithful Performance Blanket Bond Coverage

3. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 3.

Faithful Performance Blanket Position Bond Coverage

4. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 4.

GENERAL AGREEMENT

Loss Under Prior Bond

If the coverage of an Insuring Agreement of this Bond is substituted for any prior bond carried by the Insured or by any predecessor in interest of the Insured which prior bond is terminated, canceled or allowed to expire as of the time of such substitution, the Surety agrees that such Insuring Agreement applies to loss sustained by, or caused to, the Insured, as the case may be, prior to or during the Bond Period, provided that such loss is discovered after the beginning of the Bond Period and prior to the expiration of three years from the cancellation of this Bond as an entirety and that such loss would have been recoverable by the Insured or such predecessor under such prior bond except for the fact that the time within which to bring suit, action or proceeding of any kind thereunder had expired, and provided further:

- (1) the indemnity afforded by this General Agreement shall be a part of and not in addition to the amount of coverage afforded by the applicable Insuring Agreement of this Bond; and
- (2) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or defaults causing such loss were committed; and
- (3) recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond had such prior bond continued in force until the discovery of such loss if the latter amount be smaller.

THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENT ARE SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

DEFINITIONS

Section 1. The following terms, as used in this Bond, shall have the respective meanings stated in this Section:

"Employee" as used in Insuring Agreements 1 and 2 means a person while in the employ of the Insured during the Bond Period who is not required by law to give bond conditioned for the faithful performance of his duties and who is a member of the staff or personnel of the Insured but does not mean any Treasurer or Tax Collector by whatever title known.

"Employee" as used in Insuring Agreements 3 and 4 means a person while in the employ of the Insured during the Bond Period who is not required by law to furnish an Individual Bond to qualify for office and who is a member of the staff or personnel of the Insured but does not mean any Treasurer or Tax Collector by whatever title known.

UNIDENTIFIABLE EMPLOYEE

Section 2. In case a loss is alleged to have been caused to the Insured through acts or defaults by an Employee covered under an applicable Insuring Agreement of this Bond, while such Insuring Agreement is in full force and effect and the Insured shall be unable to designate the specific Employee causing such loss, the Insured shall nevertheless have the benefit of such Insuring Agreement provided that the evidence submitted reasonably establishes that the loss was in fact

other bonds, as limited by the terms and conditions thereof, for any such loss if the latter amount be larger.

CANCELATION

Section 6. This Bond shall be deemed canceled as to any Employee:

- (a) Immediately upon discovery by the Oblige or the Insured of any act on the part of such Employee which would constitute a liability of the Surety under the applicable Insuring Agreement covering such Employee;
- (b) Upon the death, resignation or removal of such Employee; or
- (c) At 12 o'clock night upon the effective date specified in a written notice mailed to the Oblige and the Insured. Such date shall be not less than thirty-days after the date of mailing. The mailing by the Surety of notice as aforesaid to the Oblige and the Insured shall be sufficient proof of notice. Delivery of such written notice by the Surety shall be equivalent to mailing.

This Bond may be canceled by the Oblige or the Insured by mailing to the Surety written notice stating when thereafter the cancellation shall be effective. This Bond may be canceled by the Surety by mailing to the Oblige and the Insured written notice stating when, not less than thirty days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

...of such Insuring Agreement provided that the evidence submitted reasonably establishes that the loss was in fact caused by such Employee through such acts or defaults and provided, further, that regardless of the number of such Employees concerned or implicated in such loss, the aggregate liability of the Surety for any such loss shall not exceed the amount stated in Item 4 of the Declarations applicable to such Insuring Agreement.

EXCLUSION

Section 3. This Bond does not cover any loss sustained by, or caused to, the Insured under circumstances whereby and to the amount which the Obligatee or the Insured voluntarily undertakes or is obligated by law to exonerate or indemnify any of the Employees against liability incurred by them in the performance of their duties.

LIMITS OF LIABILITY

Section 4. Indemnification by the Surety for any loss under Insuring Agreement 1 or 3 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, that the Surety's total liability under each such Insuring Agreement for any loss caused by any Employee or in which such Employee is concerned or implicated is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Indemnification by the Surety for any loss under Insuring Agreement 2 or 4 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, the Surety's total liability under each such Insuring Agreement as to each Employee is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Regardless of the number of years this Bond shall continue in force and the number of premiums which shall be payable or paid, the limit of the Surety's liability as specified in the Table of Limits of Liability shall not be cumulative from year to year or period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND ANY PRIOR BOND

Section 5. With respect to loss under Insuring Agreement 1 or 3 caused by any Employee or in which such Employee is concerned or implicated or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under Insuring Agreement 2 or 4 caused by any Employee or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under any Insuring Agreement which occurs partly during the Bond Period and partly during the period of other bonds issued by the Surety to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period specified therein for bringing suit, action or proceeding of any kind, or if no such period is specified therein, then within the period prescribed by the applicable statute of limitations, has not expired at the time such loss thereunder is discovered, the total liability of the Surety under this Bond and under such other bonds shall not exceed, in the aggregate, the amount carried under the applicable Insuring Agreement of this Bond on such loss or the amount available to the Insured under such

cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Obligatee or the Insured or by the Surety shall be equivalent to mailing. If the Obligatee or the Insured cancels, earned premium shall be computed in accordance with the customary sliding rate table and procedure. If the Surety cancels, earned premium shall be computed pro rata. Premium adjustments may be made at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

If any of the cancellation provisions set forth in either or both of the foregoing paragraphs of this Section are prohibited or made void by any law controlling the construction of this Bond, such provisions to the extent they are so prohibited or made void shall be deemed to be nullified and of no effect.

LEGAL PROCEEDINGS

Section 7. No suit, action or proceeding of any kind to recover on account of loss under this Bond shall be brought after the expiration of three years from the cancellation of this Bond as an entirety provided, however, that if such limitation for bringing suit, action or proceeding is prohibited or made void by any law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of the limitation permitted by such law.

CHANGES

Section 8. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Bond or estop the Surety from asserting any right under the terms of this Bond; nor shall the terms of this Bond be waived or changed, except by endorsement issued to form a part of this Bond signed by any Executive Officer of the Surety, and countersigned by a person duly authorized so to do.

NON-ASSESSABLE

Section 9. This Bond is strictly non-assessable and the Insured shall not be liable for the payment of any assessment nor for the payment of any premium other than the agreed premium for the term of this Bond.

DIVIDENDS

Section 10. It is hereby understood and agreed that the Insured is entitled to his proportionate part of any dividend declared by the Board of Directors of the Surety, in accordance with the By-Laws of the Surety, as, if, and when declared.

NOTICE OF POLICYHOLDERS MEETINGS

Section 11. The Insured is hereby notified that by virtue of this Bond he is a member of State Automobile Mutual Insurance Company while his Bond is in force and is entitled to one vote at all meetings of the members. The Annual Meeting of the members is held at 10 o'clock A.M., on the 2nd Friday of May of each year at the Home Office of the Surety, 518 East Broad Street, Columbus, Ohio, for the election of Directors and for the transaction of such other business as may come before the meeting.

In Witness Whereof, State Automobile Mutual Insurance Company has caused this Bond to be signed by its duly authorized Officers, but the same shall not be binding upon the Surety until countersigned on the Declarations page by a person duly authorized by its Board of Directors so to do.

Herbert F. Holscher
Secretary.

Paul R. Lingen
President.

Quarterly Report Schedule

Due Dates

1. October 6, 1983
2. January 10, 1984
3. April 10, 1984
4. July 10, 1984

NOTE: All reports are due before the close of business on
the above dates

AFFIRMATIVE ACTION PLAN

The Action, Inc. Youth Training Program Affirmative Action/Section 3 Plan, governed by and pursuant to Executive No. 11246 Equal Opportunity Policy and Section 2 of the Housing and Urban Development Act of 1968.

- I. Equal Employment Opportunity:
Action Inc. Youth Training Program shall:
 1. Not discriminate because of race, color, religion, sex, or national origin.
- II. Section 3 Policy:
 1. Action, Inc. will provide opportunities for training and employment to low and other lower low income residents of the City of Athens according to CD Program requirements.
 2. Make a good faith effort to provide contractual opportunity, as well as award contracts for work or services in connection with the program to businesses which are located or owned in substantial part by residents of the City of Athens.
- III. Administration of Plan
 1. Appoint the Chairman of Action, Inc., Board of Directors, William Breeding, to serve in capacity of Equal Opportunity Officer Section 3 plan coordinator.
 2. Place a copy of Affirmative Action Section 3 Plan on the bulletin board at all project sites as well as all required public notices.
 3. Maintain records such as employment, employee beneficiary, advertising, salaries, and precurement, etc., which will verify program compliance with this Section 3 Plan.
- IV. Bidding:
 1. Ensure that contracts which are typically given on a negotiated rather than a bid basis in areas other than the Section 3 covered project areas, are also given on a negotiated basis whenever feasible, when given in the Section 3 covered project area.
- V. Recruitment of Applicant for Services from the Section 3 Areas:
 1. Recruit clients from the City of Athens 75% lower income residents and 25% others by advertising all services available through the use of local newspapers, radio stations, and public service agencies located in the City of Athens. The program will also receive and review referrals made by the Clarke County School System.
- VI. Recruitment of Low and Other Lower Income Residents of the Section 3 Area for Employment Purposes:
 1. Will recruit, when positions are needed to be filled by advertising all available positions with local newspapers, posting all available positions at program sites and City of Athens Public Services Program providing services to lower income residents of the City of Athens.

VII. Recruitment of Volunteers from Section 3 Areas:

1. Select volunteers from community organizations, churches, and agencies. All applicants that volunteer shall be accepted.

VIII. Employment Goals:

Action, Inc., will retain one Job Training Counselor as the Youth Training Coordinator who would not be working presently without the use of the funds from the Community Development Program.

IX. Grievance Procedure:

1. Adhere to and follow the grievance procedures referred to in the revised Citizen Participation Plan dated August 5, 1980 of the City of Athens and the Housing and Urban Development Act of 1968 Sub Part 135.80.

ACTION, INC. YOUTH TRAINING PROGRAM

NAME OF AGENCY

By:


Authorized Agent

12-1-83
DATE

CONTRACT AMENDMENT

This is an amendment to an agreement by and between the Mayor and Council of the City of Athens and ACTION, INC.,
YOUTH TRAINING PROGRAM
dated December 1, 1983.

The Agreement shall be amended to include the following paragraph under "Reporting Procedures", Page 6, of the original Agreement:

C. Annual Audit: The Agency shall have an audit performed on the program on an annual basis by an independent Certified Public Accounting firm and shall submit a copy of the audit to the City for review and comment. The audit shall be performed in accordance with the following Federal Guidelines:

1. Guideline for Financial and Compliance Audits of Federally Assisted Programs;
2. Standards for Audits of Governmental Organizations, Programs, Activities, and Functions;
3. Uniform Requirements for Assistance to State and Local Governments, OMB Circular A-102, Attachment P.

The audit shall be prepared and presented to the City not later than 30 calendar days after the expiration of this contract. It shall be the responsibility of the Agency to correct any audit findings discovered, if any, as recommended by the auditor and in agreement with the City.

Agency:

ACTION, INC.
Name of Agency

By: [Signature]
Authorized Agent

Date: March 14, 1984

City of Athens:

By: [Signature] (SEAL)
Mayor

By: [Signature] (SEAL)
City Clerk (ATTEST)

By: [Signature] (SEAL)
City Attorney (AS TO FORM)

By: [Signature]
Community Development Dept.

Date: 4-9-84

CONTRACT AMENDMENT

This is an amendment to an agreement by and between the Mayor and Council of the City of Athens and Action, Inc., Youth Training Program dated December 1, 1983.

The Agreement shall be amended to include the following changes in the Scope of Services as follows:

1. In reference to items IIB in the Scope of Services, the clients will be paid the minimum wage (\$3.35) per hour for participating in the On-the-Job Training Program twenty hours per week for four to five weeks within CDBG funded agencies only.
2. In reference to items IID Stipends, there will be no Stipends allowed for participating in the On-the-Job Training Phase of the Youth Training Program.

Agency:

ACTION, INC.

Name of Agency

By: William J. Jones

Authorized Agent

Date: May 14, 1984

City of Athens:

By: Lauren M. Coils

Mayor

By: Sharon A. Dentler

City Clerk (ATTEST)

By: William E. Begg

City Attorney (As To Form)

By: Steven M. Martin

Community Development Dept.

Date: May 14 1984

CONTRACT AMENDMENT

This is an amendment to an agreement by and between the
Mayor and Council of the City of Athens and Action, Inc./
Youth Training Program
dated December 1, 1983.

The Agreement shall be amended as follows:

Page 7, Commencement of Services shall be amended to
read "completed on or before September 30, 1984.

Agency:

Action, Inc.
Name of Agency

BY: [Signature]
Authorized Agent

Date: 6-5-84

City of Athens:

BY: [Signature] (SEAL)
Mayor

BY: [Signature] (SEAL)
City Clerk (ATTEST)

BY: [Signature] (SEAL)
City Attorney (AS TO FORM)

BY: [Signature]
Community Development Department

Mr. Frazier

*B U D G E T R E V I S I O N F O R M

FISCAL YEAR 83-84 PROGRAM FUNDS Subs Bill REVISION # 1

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CITY OF ATHENS

SUBMIT IN TRIPLICATE!

Revised Period: (From) August 1, 19 84 (To) September 15, 19 84

Title of Activity: Youth Training Program

Operating Agency: ACTION, INC.

Address: 594 Ocone Street Athens, GA 30605

Contact Person: Frank Griffith

Cost Category	Original Budget	Balance to Date	Revised Budget	STAFF ONLY
1) Personnel	\$9,656.00	\$10.32	\$2,223.24	+
2) Consultants and Contract Services				
3) Materials/Supplies	200.00	147.74	-0-	-100%
4) Travel	400.00	279.00	35.00	- 88%
5) Rental, Lease or Purchase of Equipment				
6) Rent				
7) Utilities				
8) Other (Stipends) (Specify)	9,744.00	4,877.45	3,056.27	- 37%
9) Total	\$20,000.00	\$5,314.51	\$5,314.51	

Submitted BY: William P. Jones
Signature of Agency Official

Date: August 9, 1984

Approved BY: Steven M. Martin
Signature of Community Development Official

Date: 8-10-84

Authorized BY: Lauren M. Calkins
Mayor

Date: 14 Aug 84

*NOTE: Please refer to Section C, Paragraph 5 of your contract in regards to the proper use of this form. Authorization from the Mayor is required only if a budget revision exceeds 10% according to the contract provisions.

Mr. Fother

*B U D G E T R E V I S I O N F O R M

FISCAL YEAR 1983-84 PROGRAM FUNDS JOBS BILL REVISION # 2

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CITY OF ATHENS

SUBMIT IN TRIPLICATE!

Revised Period: (From) SEPTEMBER 01, 19 84 (To) SEPTEMBER 15, 19 84

Title of Activity: YOUTH TRAINING PROGRAM

Operating Agency: ACTION INC.

Address: 594 OCONEE STREET ATHENS, GEORGIA 30605

Contact Person: FRANK GRIFFITH

Cost Category	Original Budget	Balance to Date	Revised Budget	STAFF ONLY
1) Personnel	11,868.92	716.82	785.18	
2) Consultants and Contract Services				
3) Materials/Supplies	52.26		139.26	
4) Travel	156.00	23.20	23.20	
5) Rental, Lease or Purchase of Equipment				
6) Rent				
7) Utilities				
8) Other AUDIT (Specify) STIPENDS & WAGES	7,922.82	1,770.18	1,562.56	
9) Total	20,000.00	2,510.20	2,510.20	

Submitted BY: *Walter T. Jones*
Signature of Agency Official

Date: 09-26-84

Approved BY: *Steven M. Martin*
Signature of Community Development Official

Date: 10/1/84

Authorized BY: *Sam Carls*
Mayor

Date: _____

*NOTE: Please refer to Section C, Paragraph 5 of your contract in regards to the proper use of this form. Authorization from the Mayor is required only if a budget revision exceeds 10% according to the contract provisions.

